



June 20, 2003

RECORDATION NO. 24490 FILED

JUN 23 '03

3-02 PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams,

NORTHERN PLAINS
RAILROAD

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 (a) are two (2) copies of a Bill of Sale dated as of September 3rd, 2002, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed documents are:

P.O. Box 38

Lessor:

Beacon Bank
401 West Superior Street
Duluth, MN 55802

FORDVILLE

Lessee:

Northern Plains Railroad, INC.
100 Railroad Avenue PO Box 38
Fordville, ND 58231

A description of the railroad equipment covered by the enclosed document is:

NORTH DAKOTA 58231

Five (5) GP-35 Locomotives and Three (3) GP-9 Locomotives.
See enclosed copied letter of recordation dated April 24, 2003.

Sincerely,

PHONE (701) 229-3330

Cheryl Sanderson

Cheryl Sanderson
Manager Accounting/Administration

FAX (701) 229-3365

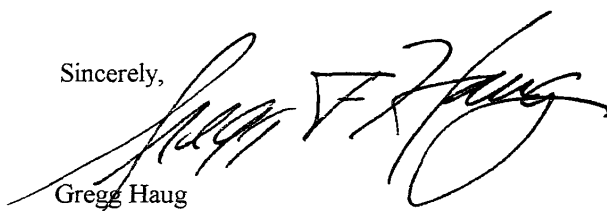
Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale dated as of March 8, 2001, a primary document as defined in the Board's Rules for the Recordation of Documents.

Three (3) GP- 9 Locomotives

<u>AAR Designations</u>	<u>Road #'s</u>	<u>Frame #'s</u>
NPR	2281	5530-1
NPR	2283	5530-15
NPR	2297	5449-3

Lien Holder: Beacon Bank
401 West Superior Street
Duluth, MN 55802

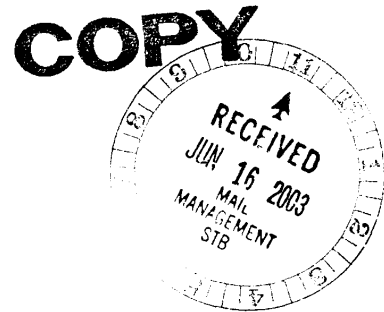
Sincerely,



Gregg Haug
President

April 24, 2003

Mr. Vernon A Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423



Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale dated as of September 3rd, 2002, a primary document as defined in the Board's Rules for the Recordation of Documents.

I Gregg Haug, President and Owner of Northern Plains Railroad, Inc., certify that I am the person described in and who executed the same as my free act and deed. I further declare state under penalty of perjury. I, Gregg Haug, have compared the copy with the original and found the copy to be complete and identical in all respects to the original document and that I declare under penalty of perjury. Executed on April 30, 2003.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Please return stamped copies of the enclosed documents to the undersigned.

A description of the railroad equipment covered by the enclosed document is:

Five (5) GP-35 Locomotives

<u>AAR Designations</u>	<u>Road #'s</u>	<u>Frame #'s</u>
NPR	3504	5669-8
NPR	3505	7756-24
NPR	3506	5669-3
NPR	3507	7808-3
NPR	3508	7756-8

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Bill of Sale

JUN 23 '03

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KNOW ALL MEN BY THESE PRESENTS THAT

SURFACE TRANSPORTATION BOARD

The Northern Rail Car Leasing Inc, (seller), for and in consideration of the sum of (Two Hundred Fifteen Thousand and 00/100, (\$215,000.00) lawful money of the United States to be paid in the following manner

Northern Rail Car Leasing Inc.

The amount due to Northern Rail Car Leasing Inc., will be settled by September 3rd, 2002 to be wire transferred, to the Northern Rail Car Leasing Inc. account at LaSalle Bank (see attached routing information)

The \$215,000.00 is to be paid, at the ensealing and delivery of these presents by:

**Northern Plains Railroad Inc.
100 Railroad Avenue
Fordville, ND 58231**

(Buyer), the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant, and convey unto the said buyer the following listed property:

5-GP-35 Locomotives

1. WSOR 3501 - ENGINE - #4-AXELS-WEIGHT—250,000 (PARTS)
2. WSOR 6579 - ENGINE - #4-AXELS-WEIGHT—250,000
3. WSOR 6604 - ENGINE - #4-AXELS-WEIGHT—250,000
4. WSOR 6620 - ENGINE - #4-AXELS-WEIGHT—250,000
5. WSOR 6661 - ENGINE - #4-AXELS-WEIGHT—250,000

TO HAVE AND TO HOLD the same unto the said Buyer, and said Buyer's executors, administrators and assigns forever.

The Buyer is purchasing the equipment in reliance upon its personal inspection and knowledge of the equipment and in an "as is, where is" condition

THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) BUYER WILL ACQUIRE GOOD TITLE TO THE EQUIPMENT FREE FROM ALL ENCUMBERANCES AND LIENS UNRELATED

TO THE OWNERSHIP OF THE EQUIPMENT BY THE BUYER, AND (2) SELLER IS THE LAWFUL OWNER OF THE EQUIPMENT AND HAS THE RIGHT TO SELL THE EQUIPMENT. SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE OR USE OF THE EQUIPMENT AND NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE; IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY BUYER AND THAT SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

Buyer agrees to pay and hold harmless Seller from any liability for any and all federal, state, municipal and local license fees and taxes, including any and all excise, personal property, use and sales taxes, imposed upon incurred by or asserted against Seller as a consequence of the sale of the Equipment to Buyer, and from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted against Seller as a consequence of the sale of the Equipment to, or the ownership, possession, operation or use of the Equipment by, Buyer. Notwithstanding the foregoing, Buyer shall have no obligation for any taxes based on, or measured by, the net income of Seller.

IN WITNESS WHEREOF the seller and the Buyer have caused these presents to be signed this 3rd day of September, 2002.



William E. Gardner, President
Northern Rail Car Leasing Inc.

Signed 4/10/01
by Joe

EXHIBIT A

CERTIFICATE OF ACCEPTANCE

I, JOSEPH M. MAJERUS, certify that I am the duly elected and qualified representative of NORTHERN PLAINS RAILROAD. I further certify that the locomotives identified below have been accepted by and delivered to NORTHERN PLAINS RAILROAD, and are in the condition required by the terms of Sale Agreement dated MARCH 8, 2001, ~~2000~~, by and between Burlington Northern and Santa Fe Railway Company as seller and NORTHERN PLAINS RAILROAD as buyer.

Accepted Locomotives:

<u>ATSF 2281</u>	_____
<u>ATSF 2283</u>	_____
<u>ATSF 2297</u>	_____
_____	_____
_____	_____
_____	_____

Executed this 10TH day of APRIL, 2001

By: Joseph M. Majerus / CMO - CS
Its: Todd L. Sullivan